bill of sale recited that the vendor resided in Burlington, Vt., while his actual residence was in Colchester. It was held in this case that a bankrupt's assignee could not defeat the preference by showing the actual residence. Although producing rather harsh results in the particular case, the doctrine of the principal case appears to be the logical construction of the statute, and fairly indicates the difference between the Acts of 1867 and 1898 in this respect.

BILLS AND NOTES—EFFECT OF AGREEMENT TO PAY ATTORNEY'S FEES ON NEGOTIABILITY.—Plaintiff, indorsee of a promissory note executed by defendant, brings suit to recover the amount of the same. The note contained a promise to pay "counsel fees if collected by an attorney." *Held,* there can be no recovery on the note as the agreement to pay counsel fees renders it non-negotiable. *American Machinery & Export Co.* v. *Druge Bros.* (1909), — Vt. —, 74 Atl. 84.

This case affords an illustration of the necessity of a uniform Negotiable Instruments Law. The decision is contrary to the Negotiable Instruments Statute, which has been adopted in over thirty states, and is not in accord with the rule sustained by weight of authority before the first Negotiable Instruments Law was passed by New York. During the past forty years it has been quite generally held that a promissory note otherwise negotiable is not rendered non-negotiable by reason of its containing a clause providing for the payment of attorney's fees and costs, in case of suit being brought to enforce collection. As early as 1858 in *Billingsley* v. *Dean,* 11 Ind. 331 it was held that an agreement to pay attorney's fees in a promissory note was a binding contract. *Sperry* v. *Horr,* 32 Iowa 184; *Stoneman* v. *Pyle,* 35 Ind. 103; *Dietrich* v. *Bayhi et al.,* 23 La. Ann. 767 decided in 1871 are strong authorities for the rule contrary to that followed in the principal case. 2 RANDOLPH COMM. PAPER, §§205, 206, where the cases are collected as to their numerical weight of authority; 2 PARSONS, BILLS & NOTES, p. 147; 4 DANIEL NEG. INST., §62, sustain the doctrine of the former cases. The Negotiable Instruments Law of Michigan, which was copied after the New York statute and is typical of the American statutes, provides, §4, "the sum payable is a sum certain within the meaning of this act, although it is to be paid with costs of collection or an attorney's fee in case payment shall not be made at maturity." This provision changes the rule in Michigan but affirms the rule sustained by weight of authority. BUNKER NEG. INST., p. 36.

BOUNDARIES.—STREET.—RIPARIAN RIGHTS.—Both plaintiff and defendant in an action of ejectment claimed title under grants from the Ocean City Association; the plaintiff under a deed made in 1905; the defendant under two deeds of earlier date. The land in the latter deeds was described by reference to a map, and bounded by a street delineated upon the map as being 70 feet wide. Defendant claimed that if at the time the land was conveyed the ocean waters passed the middle line of this street as shown upon the map he was entitled to all subsequent accretions and thus to the tract in question. *Held,* that defendant's title extended only to the middle of the street as it

actually existed and he had no rights as riparian owner unless the water entirely covered the street as laid out, and washed the lots conveyed as described by metes and bounds. *Ocean City Hotel & Development Co.* v. *Sooy*, (1909), —— N. J. L. —, 73 Atl. 236.

Where land is conveyed and bounded by a street which is upon the margin of the plat, the grantee takes not merely to the middle of the street, but the whole of it. *Healey* v. *Babbitt*, 14 R. I. 533; *In re Robbins*, 34 Minn. 99, 24 N. W. 356; *Haberman* v. *Baker*, 128 N. Y. 253, 28 N. E. 370, 13 L. R. A. 611. But where there is any reason for supposing that the owner did not intend to convey the fee of the entire street as in case he had interests in the land on the other side of the street, such as riparian rights, then the ordinary presumption will apply and the grantee will take the fee only to the middle of the street. *Brisbane* v. *St. P. & S. C. R. Co.*, 23 Minn. 114; *City of Demopolis* v. *Webb*, 87 Ala. 668, 6 South. 408; *Allen* v. *Munn*, 55 Ill. 486. But contra, *Johnson* v. *Grenell*, 188 N. Y. 407, 81 N. E. 161. And where, as in the principal case the street, as it exists, is not as wide as in the description, the grantee takes only to the center of the street as it actually exists. *Banks* v. *Ogden*, 2 Wall. 57. That a deed purporting to carry title to the water's edge, where a street intervenes will do so, see *Morgan* v. *Livingstone*, 6 Mart. (La.) 19; *Cook* v. *Farrington*, 10 Gray 70; that it will not, and title passes only to the center of the street, see *Commonwealth* v. *McDonald*, 16 Serg. & R., (Pa.) 390. *St. Louis Public Schools* v. *Risley*, 10 Wall. 91.

BOUNDARIES.—STREET.—RIPARIAN RIGHTS.—The owners of upland, adjoining shore land upon a navigable lake, title to which was in the United States, platted the shoreland, which they believed they owned, in addition to their own land. The plat dedicated the streets shown to the public "reserving all riparian and littoral rights for their own use." They subsequently conveyed the upland as bounded upon a street which bordered upon the lake. The respondents secured title to these lands through subsequent grants. The shore lands, as platted, were sold upon execution and bankruptcy sales, and the appellant owned whatever title passed by these sales. Both appellant and respondents claimed a preference to purchase shore land as upland owners under the Laws of 1897, c. 89, §45. *Held*, respondents by their grants took the fee to the entire street and were thus the upland owners. *Gifford et al.* v. *Horton*, (1909), — Wash. —, 103 Pac. 988.

The court followed the general rule that land conveyed as bounded by a street which is on the margin of a plat carries a fee to the entire street, unless the terms or circumstances of the grant indicate a limitation of its extent to the center of the street, holding that a reservation in the dedication of "all riparian and littoral rights" was not sufficient to indicate such an intention, since by the law of Washington the owners had no such rights, and that the platting of the shore land which they did not own could not be construed as an intention on their part to reserve a fee in the street which they did own. By the weight of authority where the grantor has any interest in the lands on the other side of the street, such as riparian rights, it is presumed that he intended to convey only to the center. See preceding note.